

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2017 - 286**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING  
THE EMERGENCY PROCUREMENT OF MATERIALS AND LABOR FOR VARIOUS  
REPAIRS AT THE ALLAN WITT PARK SPORTS CENTER WITHOUT COMPETITIVE  
BIDDING**

**WHEREAS**, on Sunday, November 26, 2017, the Fairfield Fire Department responded to a structure fire at the Sports Center at Allan Witt Park; and

**WHEREAS**, there were no injuries reported; however, there was extensive fire damage to the men's sauna, and smoke and heat damage to the men's locker room and main floor of the facility; and

**WHEREAS**, staff has initiated cleanup efforts in coordination with the City's insurance provider and assigned insurance adjuster; and

**WHEREAS**, additional cleanup work is urgently required in order to remove smoke and fire residue and prevent further damage and health hazards because if the remaining smoke and fire residue is not removed quickly, it will become more difficult or impossible to remove, and would require additional repair or replacement of building system components; and

**WHEREAS**, it is also critical that all cleanup efforts are completed prior to re-occupying the facility and resuming recreation programs, because any remaining residue could pose health risks to building occupants; and

**WHEREAS**, California Public Contract Code § 20162, Chapter 28 of the Fairfield Municipal Code, and the City of Fairfield Purchasing Policy, generally require contracts for the procurement of goods and/or services in excess of the City's established purchasing limits, and contracts for public works in excess of the statutory amount, respectively, to be competitively bid; and

**WHEREAS**, Public Contract Code § 20168 permits such bidding to be dispensed with and an emergency expenditure to be made when the City Council determines, by passing a resolution by four-fifths vote, that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property; and

**WHEREAS**, Public Contract Code § 22050 further permits a public agency, pursuant to a four-fifths vote of the governing body, to repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts; and

**WHEREAS**, Public Contract Code § 1102 defines emergency as used in the Public Contract Code to mean “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services”; and

**WHEREAS**, City staff has determined that immediate cleaning of the smoke and fire residue is required since they pose a threat to the health and safety of the users of the Property, as well as a clear and imminent danger to the property itself; and

**WHEREAS**, based on the emergency circumstances presented and the substantial need to act quickly, it is not possible to conduct competitive public bidding; and

**WHEREAS**, the City Council understands and finds that the emergency situation created by the fire requires quick action in order to respond to this emergency; and

**WHEREAS**, it is the intent of the City Council of the City of Fairfield in adopting this Resolution to approve the emergency expenditure of funds without competitive bidding, as described herein, since the continued existence of smoke and fire residue presents a clear and imminent danger requiring immediate action.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:**

Section 1. All of the facts set forth in the Recitals of this Resolution are true and correct.

Section 2. This project is exempt from review under the California Environmental Quality Act (Public Resources Code § 21000, et. seq. (CEQA)) Guidelines (14 Cal. Code of Regs. Section 15000, et. Seq.) Section 15269(c) because the emergency purchase is necessary to mitigate an emergency.

Section 3. The City Council hereby finds, based on substantial evidence, that the existence of the above conditions endangering the property and the health and welfare of the users of the Property were observed and confirmed by City staff that necessitate the procurement of restoration services immediately, without competitive bidding.

Section 4. Based upon the foregoing findings, and the provisions of Public Contract Code § 20168 and Public Contract Code § 22050, the City Council of the City of Fairfield hereby approves the emergency expenditure of funds and procurement of services, without competitive bidding, as described in the Recitals of this Resolution, by a four-fifths vote.

Section 5. The City Manager is hereby authorized to enter into contracts necessary to repair and remediate the hazards at the Allan Witt Park Sports Center. The contracts authorized by this Resolution are limited to those necessary for cleaning of the smoke and fire residue at the Sports Center, and do not include final repairs to the men's locker room.

**PASSED AND ADOPTED** this 19th day of December, 2017, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

*Nancy F. Puglisi*  
MAYOR

ATTEST:

*Karen L. Rees*

CITY CLERK

pw

## **CONTRACTOR SERVICES AGREEMENT**

Alan Witt Sports Center – Emergency Cleanup Project

THIS AGREEMENT is made at Fairfield, California, as of January 3, 2018, by and between the City of Fairfield, a municipal corporation (the "CITY") and RESTORATION MANAGEMENT COMPANY ("CONTRACTOR"), who agree as follows:

- 1) **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONTRACTOR. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit "A."
- 2) **PAYMENT.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."
- 3) **FACILITIES AND EQUIPMENT.** CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 4) **GENERAL PROVISIONS.** The general provisions set forth in the City of Fairfield Standard Specifications and Details, latest edition and Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.
- 5) **INSURANCE REQUIREMENTS.** The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.
- 6) **CONTRACT BONDS.** The Contractor shall furnish two good and sufficient bonds in compliance with applicable federal and state laws. One of the bonds in the amount of one hundred percent (100%) of the contract price shall guarantee the faithful performance of the contract by the Contractor; and, in addition, by its terms, the faithful performance bond shall remain in full force and effect for a period of one (1) year from and after the completion and acceptance of said work to guarantee the repair and/or replacement of faulty workmanship and defective material. The other bond shall be a payment (labor and material) bond in the amount of one hundred percent (100%) of the contract price. Each respective bond shall be in the form set forth in Exhibit "E".

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material men, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter no payment shall be made upon such

contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

The City Engineer before execution of the contract by City may require that Contractor submit the documents enumerated in Code of Civil Procedure section 995.660 to verify the sufficiency of the surety or sureties on the contract bonds.

7) LABOR AND WAGE CODE GUIDELINES. Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards.

The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations (available online at <http://www.dir.ca.gov/dlsr/PWD/index.html> – select the appropriate wage decision and then collect the wage decisions for Statewide, Northern California and Solano County). A copy of these wage rate determination are kept on file and are available for review at the Office of the City Engineer located at 1000 Webster Street.

In accordance with the provisions of Section 1860 of the California Labor Code, attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.

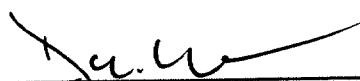
8) DEPARTMENT OF INDUSTRIAL RELATIONS. All public works projects are subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). Furthermore, no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

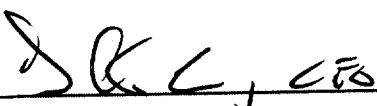
9) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

10) TERM. This agreement shall be in effect until scope of work is complete.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By:   
DAVID A. WHITE  
City Manager  
RESTORATION MANAGEMENT COMPANY

By: 



## Restoration Management Company

6210 Goodyear Road  
Benicia, CA 94510  
(800) 400-5058 Fax (707) 751-0490  
License #765595  
Tax ID#: 94-3267563

Client: City of Fairfield Public Works Department                          Home: (707) 428-7563  
Property: 1741 West Texas St.  
Fairfield, CA 94533

Operator: CARCE

Estimator: Chris Arce                          Cellular: (707) 382-8624  
Business: 6210 Goodyear Road                          E-mail: carce@rmc.com  
Benicia, CA 94510

Type of Estimate: Smoke  
Date Entered: 11/29/2017                          Date Assigned:  
Date Est. Completed: 11/29/2017                          Date Job Completed:

Price List: RMC2017TM  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: CIT174BF95490-PHASE1

Tax ID# 94-3267563

### **PHASE 1 - Personal Property Pack Out, Cleaning & Pack Back Services - NTE**

Enclosed is the not to exceed proposal for personal property pack out, cleaning and pack back service at the City of Fairfield Sports Center located at 1741 W. Texas St. Fairfield. This NTE was created based per our inspection on December 12, 2017.

**This Not To Exceed Proposal includes Prevailing Wages rates.**

**Project Duration: The duration of this project is 11 days. Monday thru Friday 10 hour shifts.**

**Contractor Availability: RMC is available to start this project on December 21, 2017.**

The actual cost of the job is based on the following scope and actual labor, materials, and equipment used.

Restoration Management Company requests payment and/or inclusion of the Restoration Management Company name on any applicable insurance draft as assigned in our first party work authorization executed by the insured and included for reference.

Thank you,

Chris Arce  
Project Manager  
707 382-8624



WATER &amp; FIRE ENVIRONMENTAL SPECIALISTS

## **Restoration Management Company**

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### **CIT174BF95490-PHASE1**

#### **Contents Pack Out & Cleaning**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TAX</b>	<b>TOTAL</b>
<b>Personal Property Scope of Work:</b>					
Mobilize equipment and materials,					
Inventory and pack personal property from 5 offices and storage closets.					
Dispose non-restorable contents.					
Transport personal property to RMC facility for cleaning.					
Clean and deodorize personal property.					
Place personal property into storage vaults for temporary storage.					
Pack back personal property.					
Cleaning Technician - per hour - PW Rate	300.00 HR	0.00	78.50	0.00	23,550.00
6 Cleaning Technicians for 10 hrs/day for 5 days					
Cleaning Technician - per hour - PW Rate	200.00 HR	0.00	78.50	0.00	15,700.00
5 Cleaning Technicians for 10 hrs/day for 4 days					
Cleaning Technician - per hour - PW Rate	80.00 HR	0.00	78.50	0.00	6,280.00
4 Cleaning Technicians for 10 hrs/day for 2 days - Regular time					
Box Truck (24')	2.00 DA	0.00	245.00	0.00	490.00
Storage Vault	15.00 MO	0.00	115.00	0.00	1,725.00
15 storage vaults for 1 month to store personal property.					
<b>Totals: Contents Pack Out &amp; Cleaning</b>				<b>0.00</b>	<b>47,745.00</b>

#### **Materials**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TAX</b>	<b>TOTAL</b>
<b>Materials:</b>					
Moving blanket	35.00 EA	0.00	15.84	0.00	554.40
Box - Medium	50.00 EA	0.00	4.05	0.00	202.50
Box - Small	150.00 EA	0.00	2.89	0.00	433.50
<b>Totals: Materials</b>				<b>0.00</b>	<b>1,190.40</b>

#### **Performance Bond Fee**



## Restoration Management Company

AMERICAN BUSINESS MANAGEMENT SPECIALISTS

6210 Goodyear Road  
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### CONTINUED - Performance Bond Fee

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Performance Bond Fee	1.00 EA	0.00	1,468.06	0.00	1,468.06
Performance bond fee 3% of the project price					
Totals: Performance Bond Fee				0.00	1,468.06
<b>Line Item Totals: CIT174BF95490-PHASE1</b>				<b>0.00</b>	<b>50,403.46</b>



## Restoration Management Company

6210 Goodyear Road  
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(800) 400-5058 Fax (707) 751-0490  
License #765595  
Tax ID#: 94-3267563

### Summary

Line Item Total	50,403.46
<b>Replacement Cost Value</b>	<b>\$50,403.46</b>
<b>Net Claim</b>	<b>\$50,403.46</b>

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Chris Arce



## Restoration Management Company

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### Recap by Room

Estimate: CIT174BF95490-PHASE1

Contents Pack Out & Cleaning	47,745.00	94.73%
Materials	1,190.40	2.36%
Performance Bond Fee	1,468.06	2.91%
<b>Subtotal of Areas</b>	<b>50,403.46</b>	<b>100.00%</b>
<b>Total</b>	<b>50,403.46</b>	<b>100.00%</b>



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Benicia, CA 94510

Type of Estimate: Smoke  
Date Entered: 11/29/2017                          Date Assigned:  
Date Est. Completed: 11/29/2017                          Date Job Completed:

Price List: RMC2017TM  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: CIT174BF95490-PHASE2

Tax ID# 94-3267563

### **PHASE 2 - Structure Demo & Cleaning Services - NTE**

Enclosed is the not to exceed proposal for the structure demo & cleaning service at the City of Fairfield Sports Center located at 1741 W. Texas St. Fairfield. This NTE was created based per our inspection on December 12, 2017.

**This Not To Exceed Proposal includes Prevailing Wages rates.**

**Project Duration: The duration of this project is 15 days. Monday thru Friday 10 hour shifts.**

**Contractor Availability: RMC is available to start this project on December 21, 2017.**

The actual cost of the job is based on the following scope and actual labor, materials, and equipment used.

Restoration Management Company requests payment and/or inclusion of the Restoration Management Company name on any applicable insurance draft as assigned in our first party work authorization executed by the insured and included for reference.

Thank you,

Chris Arce  
Project Manager  
707 382-8624



## Restoration Management Company

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CIT174BF95490-PHASE2

### Supervision

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Project Manager - per hour	30.00 HR	0.00	95.00	0.00	2,850.00
1 Project Manager for 30 hours.					
Operations Manager - per hour	120.00 HR	0.00	85.00	0.00	10,200.00
1 Operations Manager for 10 hrs/day for 12 days					
Restoration Supervisor - per hour - PW Rate	240.00 HR	0.00	95.00	0.00	22,800.00
2 Restoration Supervisors for 10 hrs/day for 12 days - Regular time					
Project Admin - per hour - PW Rate	120.00 HR	0.00	78.50	0.00	9,420.00
1 Admin Technician for 10 hrs/day for 12 days					
Totals: Supervision					0.00 45,270.00

### Demolition

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
<b>Demolition Scope of Work - Men's Locker room:</b>					
Remove of all finishes, lockers, fixtures, tile floor, ceiling grid and HVAC duct HEPA vacuum and wipe down all surfaces. Set hydroxyl generators.					
Restoration Technician - per hour	100.00 HR	0.00	93.00	0.00	9,300.00
5 Restoration Technicians for 10 hrs/day for 2 days					
<b>Demolition Scope of Work - Men's &amp; Women's Restrooms:</b>					
Remove of all finishes & fixtures HEPA vacuum and wipe down all surfaces.					
Restoration Technician - per hour	40.00 HR	0.00	93.00	0.00	3,720.00
2 Restoration Technicians for 10 hrs/day for 2 days					
<b>Demolition Scope of Work - Offices:</b>					
Remove carpets, ceiling grids and ceiling tiles.					
Restoration Technician - per hour	120.00 HR	0.00	93.00	0.00	11,160.00
6 Restoration Technicians for 10 hrs/day for 2 days					
<b>Disposal:</b>					
Disposal - 40 Yard debris bin	2.00 EA	0.00	1,300.00	0.00	2,600.00



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### CONTINUED - Demolition

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Demolition				0.00	26,780.00

### Structure Cleaning

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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#### HVAC System Scope of Work:

Clean the HVAC units, duct work and registers.

Cleaning Technician - per hour - PW      400.00 HR  
Rate

8 Cleaning Technicians for 10 hrs/day for 5 days

#### Structure Cleaning Scope of Work - Gym:

Clean the ceiling and ceiling fixtures

Clean the walls, doors, wall fixtures, bleachers and floors.

Detach and all the sound insulation panels that are suspended from the gymnasium ceiling, test cleaning of 10 panels.

Clean the exposed MEP conduits.

Cleaning Technician - per hour - PW      1,600.00 HR  
Rate

16 Cleaning Technicians for 10 hrs/day for 10 days

#### Structure Cleaning Scope of Work - Offices and Closets:

Clean the walls, doors, cabinets, wall fixtures and floors in the offices and closets.

Cleaning Technician - per hour - PW      200.00 HR  
Rate

5 Cleaning Technicians for 10 hrs/day for 4 days

#### Media Blasting Scope of Work - CMU Soda Blasting Cleaning :

Clean the concrete masonry unit (CMU) in the Gym/Stage area and the Men's locker room using sodium bicarbonate (soda) media blasting.  
Perform a detail final HEPA vacuum to the CMU

Cleaning Technician - per hour - PW      90.00 HR  
Rate

3 Cleaning Technicians for 10 hrs/day for 3 days - Regular time

#### Structure Cleaning Scope of Work - Girls Locker room:

Clean the ceiling, walls, finishes, fixtures, doors and floors in the Girls locker room.

Cleaning Technician - per hour - PW      150.00 HR  
Rate

5 Cleaning Technicians for 10 hrs/day for 3 days

Totals: Structure Cleaning	0.00	191,540.00
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### Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
<b>Equipment:</b>					
Hydroxyl Generator - 3 optic	10.00 WK	0.00	1,150.00	0.00	11,500.00
5 Hydroxyl generators for 2 weeks.					
Negative Air / Air Scrubber - 2000	20.00 WK	0.00	700.00	0.00	14,000.00
10 HEPA air filtration machines for 2 weeks.					
Air Mover - 2000 CFM	200.00 DA	0.00	27.50	0.00	5,500.00
20 air movers for 2 weeks.					
Soda Blasting Machine	1.00 WK	0.00	2,425.00	0.00	2,425.00
1 soda blast machine for 1 week.					
Vacuum, HEPA	20.00 WK	0.00	375.00	0.00	7,500.00
10 HEPA vacuums for 2 weeks.					
HVAC Collector - 5000	1.00 WK	0.00	1,125.00	0.00	1,125.00
1 HVAC Collector for 1 week.					
Scissor Lift	8.00 WK	0.00	400.00	0.00	3,200.00
2 scissor lifts for 2 weeks.					
Boom Lift	2.00 WK	0.00	600.00	0.00	1,200.00
1 Boom lift for 2 weeks.					
<b>Totals: Equipment</b>					46,450.00

### Materials

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
<b>Materials:</b>					
Adhesive Mat	6.00 EA	0.00	31.42	0.00	188.52
Air Neutralizer	15.00 GL	0.00	58.00	0.00	870.00
Bags, HEPA Vacuum	45.00 EA	0.00	5.46	0.00	245.70
Chem Sponge	400.00 EA	0.00	4.68	0.00	1,872.00
Degreaser	20.00 GL	0.00	28.00	0.00	560.00
Duct (Mylar Disposable) 12" x 25'	7.00 EA	0.00	21.63	0.00	151.41
Dust Mask	20.00 BX	0.00	24.97	0.00	499.40
Encapsulant, Fosters	7.00 GL	0.00	94.00	0.00	658.00



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### CONTINUED - Materials

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Filter, Carbon Activated - 2000	10.00 EA	0.00	111.00	0.00	1,110.00
Filter, Primary	150.00 EA	0.00	1.85	0.00	277.50
Filter, Secondary	50.00 EA	0.00	10.75	0.00	537.50
Glass cleaner	15.00 GL	0.00	26.56	0.00	398.40
Gloves, Nitrile	15.00 BX	0.00	22.48	0.00	337.20
Floor Protection - Per Manufacturer Recomendations	343.00 EA	0.00	45.00	0.00	15,435.00
Oil Soap	15.00 GL	0.00	27.68	0.00	415.20
Poly Sheeting 6 mil FR 20'	6.00 RL	0.00	196.00	0.00	1,176.00
Bags, Poly 2 Mil	10.00 RL	0.00	79.80	0.00	798.00
Tape - Blue/Green	20.00 RL	0.00	9.20	0.00	184.00
Tape - Duct/Vinyl	20.00 RL	0.00	11.88	0.00	237.60
Towel, Microfiber Yellow	100.00 BX	0.00	36.72	0.00	3,672.00
Towel, Terry Cleaning	200.00 LB	0.00	3.92	0.00	784.00
Miscellaneous Tools and Materials	1.00 EA	0.00	3,500.00	0.00	3,500.00
Soda (Soda blasting)	1.00 BX	0.00	1,750.00	0.00	1,750.00
Totals: Materials					0.00 35,657.43

### Vehicles

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
<b>Vehicles:</b>					
Box Truck (14'-16')	3.00 DA	0.00	160.00	0.00	480.00
Passenger Van	30.00 DA	0.00	160.00	0.00	4,800.00
2 passenger vans for 15 days.					
Totals: Vehicles					0.00 5,280.00

### Performance Bond Fee

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Performance Bond Fee	1.00 EA	0.00	10,529.32	0.00	10,529.32
Performance bond fee 3% of the project price					



## **Restoration Management Company**

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### **CONTINUED - Performance Bond Fee**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TAX</b>	<b>TOTAL</b>
Totals: Performance Bond Fee				0.00	10,529.32
<b>Line Item Totals: CIT174BF95490-PHASE2</b>				<b>0.00</b>	<b>361,506.75</b>



## Restoration Management Company

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(800) 400-5058 Fax (707) 751-0490  
License #765595  
Tax ID#: 94-3267563

### Summary

Line Item Total	361,506.75
<b>Replacement Cost Value</b>	<b>\$361,506.75</b>
<b>Net Claim</b>	<b>\$361,506.75</b>

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Chris Arce

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Restoration  
Management  
Company

GENERAL CONTRACTORS & ENVIRONMENTAL SPECIALISTS

## Restoration Management Company

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### Recap by Room

Estimate: CIT174BF95490-PHASE2

Supervision	45,270.00	12.52%
Demolition	26,780.00	7.41%
Structure Cleaning	191,540.00	52.98%
Equipment	46,450.00	12.85%
Materials	35,657.43	9.86%
Vehicles	5,280.00	1.46%
Performance Bond Fee	10,529.32	2.91%
 <b>Subtotal of Areas</b>	 <b>361,506.75</b>	 <b>100.00%</b>
 <b>Total</b>	 <b>361,506.75</b>	 <b>100.00%</b>

**EXHIBIT "B"**

**PAYMENT**

1) The total contract price for services rendered by CONTRACTOR under this Agreement shall not exceed Four-hundred Eleven Thousand, Nine-hundred Ten and 21/100 Dollars:

Phase 1 – Personal Property Pack Out, Cleaning & Pack Back Services \$50,403.46

Phase 2 – Structure Demo & Cleaning Services \$361,506.75

**Total Contract Price \$411,910.21**

2) Payment shall be made to CONTRACTOR on a time and materials basis, and CONTRACTOR shall submit monthly invoices to the City of Fairfield, Attention: Michael Allen, for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONTRACTOR, and shall be billed on a time and materials basis to the City of Fairfield, Attention: Michael Allen.

## EXHIBIT "C"

### GENERAL PROVISIONS

1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONTRACTOR shall be an independent Contractor and shall not be an employee of CITY. CITY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONTRACTOR represents and warrants to CITY that CONTRACTOR has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice CONTRACTOR's profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice his profession.

3) TIME. CONTRACTOR shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. CONTRACTOR shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONTRACTOR NOT AN AGENT. Except as CITY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices his profession. All products which CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CITY shall be the sole judge as to whether the product of the CONTRACTOR is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONTRACTOR. CONTRACTOR is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONTRACTOR shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONTRACTOR provided under this Agreement shall be the property of the CITY.

10)INDEMNIFY AND HOLD HARMLESS.

a) CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONTRACTOR or any person directly or indirectly employed by or acting as agent for CONTRACTOR in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

11)PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12)LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

**13) CONTRACTOR NOT A PUBLIC OFFICIAL.** CONTRACTOR is not a "public official" for purposes of Government Code §§ 87200 et seq. CONTRACTOR conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONTRACTOR possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

**14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS.** When the CITY executes an agreement for or makes payment to CONTRACTOR in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONTRACTOR shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- a) Whether CONTRACTOR is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- b) If CONTRACTOR is doing business as a sole proprietorship, CONTRACTOR shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- c) If CONTRACTOR is doing business as other than a sole proprietorship, CONTRACTOR shall provide CONTRACTOR's federal tax identification number.

**EXHIBIT "D"**

**INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR , his agents, representatives, or employees.

**1) MINIMUM SCOPE AND LIMITS OF INSURANCE**

- a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$3,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.
- c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

**2) INDUSTRY SPECIFIC COVERAGES**

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$\_\_\_\_\_
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$\_\_\_\_\_.

### **3) INSURANCE PROVISIONS**

a) **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONTRACTOR's policy limits of coverage.

c) **ACCEPTABILITY OF INSURER.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) **VERIFICATION OF COVERAGE.** CONTRACTOR shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10

11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONTRACTOR shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONTRACTOR shall require all sub-Contractor s to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONTRACTOR to verify existence of sub-contractor's insurance shall not relieve CONTRACTOR from any claim arising from sub-contractor s work on behalf of CONTRACTOR.